

JOHN L. MUETHING
DONALD P. KLEKAMP*
TIMOTHY A. GARRY
GARY P. KREIDER
DON R. GARDNER
MICHAEL J. BURKE*
LOUIS F. GILLIGAN
JOSEPH P. ROUSE
RICHARD D. SIEGEL
JOSEPH L. TRAUTH,
JAMES R. WHITAKER*
J. DAVID ROSENBERG*

KEATING, MUETHING & KLEKAMP
ATTORNEYS AT LAW

18TH FLOOR PROVIDENT TOWER

ONE EAST FOURTH STREET

CINCINNATI, OHIO 45202

(513) 579-6400

RICHARD L. CREIGHTON, JR.
PAUL V. MUETHING
JEROME C. RANDOLPH
WILLIAM A. POSEY
WILLIAM J. KEATING, JR.
GENINA C. BOWMAN
MARK J. WEBER
KEVIN E. IRWIN
JAMES E. BURKE
GREGORY M. UTTER
ROBERT E. COLETTI
JAMES M. JANSING
SAMUEL J. SIMON
JOSEPH P. MELLEN

* ALSO ADMITTED TO
PRACTICE IN KENTUCKY

WILLIAM J. KEATING
COUNSEL

Direct Dial: 579-6415

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2303
Washington, DC 20423

Dear Ms. Lee:

This firm is counsel to Sandra W. Heimann. Accompanying this letter for recordation in the order listed below pursuant to 49 U.S.C. 11303 are an original and three counterparts of each of the following documents:

(1) Security Agreement between Sandra W. Heimann, Owner, and The Provident Bank, Lender dated December 7, 1983.

(2) Assignment of Contract Rights and Rents between Sandra W. Heimann, Owner, and The Provident Bank, Lender, dated December 7, 1983.

The names and addresses of the parties to these documents are as follows:

Sandra W. Heimann
7315 Sanderson Place
Cincinnati, OH 45243

The Provident Bank
One East Fourth Street
Cincinnati, OH 45202

Attention: Phillip R. Myers

The equipment covered by the documents consists of seven (7) 100-ton 52'6" gondola cars, having identifying marks of CAGY 13007, 13014, 13016 and 13029-13032 (both inclusive).

No. 3 - 346 A031
Date DEC 12 1983
Fee \$ 100.00.....

ICC Washington, D. C.

RECEIVED
DEC 17 9 16 AM '83

Interstate Commerce Commission
December 7, 1983
Page 2

I am also enclosing our check in the amount of \$100 in payment of your recordation fees.

Please return two stamped copies of each of the enclosed documents and this letter to:

Keating, Muething & Klekamp
18th Floor, Provident Tower
One East Fourth Street
Cincinnati, OH 45202

Attention: James R. Whitaker

Sincerely,

KEATING, MUETHING & KLEKAMP

BY:


James R. Whitaker

crg

Enclosures

14216/A
RECORDATION NO. Filed 1425

DEC 12 1983 -9 25 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF CONTRACT RIGHTS AND RENTS

BETWEEN

SANDRA W. HEIMANN, OWNER

AND

THE PROVIDENT BANK, LENDER

DATED DECEMBER 7, 1983

(COVERING SEVEN 52'6" 100 TON GONDOLAS)

Filed and recorded with the Interstate Commerce Commission
pursuant to the Interstate Commerce Act on _____,
1983 at _____, Recordation No. _____.

ASSIGNMENT OF CONTRACT RIGHTS AND RENTS

THIS ASSIGNMENT OF CONTRACT RIGHTS AND RENTS ("Agreement") is made and entered into on this 7th day of December, 1983 by and between SANDRA W. HEIMANN ("Owner") and THE PROVIDENT BANK ("Lender").

W I T N E S S E T H:

WHEREAS, Owner is the sole owner of the seven (7) 100 ton 52'6" gondola cars (the "Units") more fully described in Exhibit A attached hereto;

WHEREAS, Lender is the holder of a security interest under a Security Agreement of even date herewith (the "Security Agreement") on the Units from Owner to Lender securing a promissory note (the "Note") in the total principal sum of One Million Four Hundred Seven Thousand Dollars (\$1,407,000); and

WHEREAS, Owner has entered into an Agency and Pooling Agreement dated as of March 25, 1980 ("Agency Agreement") pooling the Units with forty-three (43) other gondola cars and appointing Railway Freight Car Services, Inc., a New York corporation, as agent for the Owner; and

WHEREAS, Railway Freight Car Services, Inc. ("Agent") has entered into a Management Agreement dated as of March 25, 1980 ("Management Agreement") with Columbus & Greenville Railway Company ("Manager") for the management of the Units; and

WHEREAS, Lender, as a condition to making the aforesaid loan, and as additional security therefor, has required an assignment of the Agency Agreement, the Management Agreement and all management agreements and lease, operation and maintenance agreements hereafter placed thereon and of all rents, issues and profits derived or derivable from the Units and has further required the agreement and undertaking of Owner hereinafter set forth.

NOW, THEREFORE, for value received and in consideration of Lender making the aforesaid loan in the total principal sum of One Million Four Hundred Seven Thousand Dollars (\$1,407,000), the receipt and sufficiency of which are hereby acknowledged, Owner does hereby assign, transfer and set over unto Lender, as additional security for the aforesaid loan and the Note, all of her right, title and interest in and to the Agency Agreement, the Management Agreement and all other management agreements and lease, operation and maintenance agreements which may now or hereafter be placed on the Units, including, but not by way of limitation, the right to receive and collect all rents, incomes, revenues, issues, profits, moneys and/or securities now or hereafter payable or receivable under said Agency Agreement, Management Agreement or other management agreements or lease, operation and maintenance agreements or any of the provisions therefor,

together with all other rents, issues and profits now or hereafter derived or derivable from the Units. Owner covenants to deliver to Lender copies of the Agency Agreement, the Management Agreement and all such other management agreements and lease, operation and maintenance agreements in effect from time to time with respect to the Units together with a certificate signed by her to the effect that such copy is a true, accurate and complete copy of the originally executed document.

In furtherance of the foregoing assignment, Owner hereby authorizes Lender, upon and in the event of default in any of the payments or in the performance of any of the terms, covenants and conditions set forth in the Note and/or Security Agreement, at its option, to collect, by its officers, agents or employees, in the name of Owner, or in its own name as assignee, the rents, incomes, revenues, issues, profits, moneys and/or securities accrued but unpaid at the date of such default, as well as any rents, incomes, revenues, issues, profits, moneys and/or securities thereafter accruing and becoming payable during the period of said default or any other default. Upon electing to exercise the rights herein granted, Lender may make reasonable effort to collect the rents, incomes, revenues, issues, profits, moneys and/or securities, reserving, however, within its own discretion, the right to determine the method of collection and the extent to

which enforcement of collection of delinquent rents, incomes, revenues, issues, profits, moneys and/or securities shall be prosecuted, but it shall not be accountable for more funds than it actually receives and shall not be liable for failure to collect said rents, incomes, revenues, issues profits, moneys and/or securities.

Lender shall, after payment of all proper charges and expenses, credit the net amount received from the exercise of any power herein granted to any amounts due or owing to it under the terms of the Note or Security Agreement, but the manner of application of such net amount and the items which shall be credited shall be within the sole discretion of Lender.

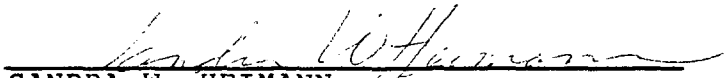
Owner by these presents does hereby authorize and direct any manager, operator or lessee of the Units, upon receipt of notice in writing from Lender of an Event of Default under the Note or Security Agreement, to pay to Lender all rents, incomes, revenues, issues, profits, moneys and/or securities then due or thereafter to become due under the terms of any management agreement or lease, operating and/or maintenance agreement.

Owner hereby warrants that she is the sole owner of the Units and that the same are not in any way encumbered (except for the Security Agreement) and that she has not executed any prior assignment or pledge of the rents, incomes, issues, profits,

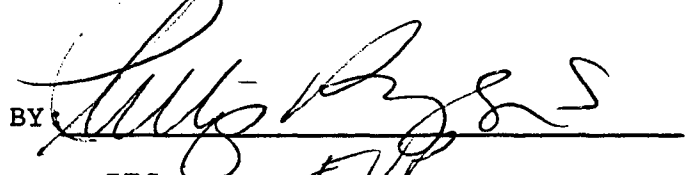
moneys and/or securities of the Units, and further covenants and agrees that she has not performed any act or executed any agreement which might prevent Lender from operating under any of the terms and conditions of this instrument or which would limit Lender in such operation. Nothing in this instrument shall abridge, postpone or otherwise affect the rights and remedies of Lender, but, to the contrary, all such rights and remedies may be pursued by Lender at any and all times as fully and as completely as if this instrument had not been executed. The rights and powers herein granted, conveyed and assigned are continuing rights, and the exercise of same upon the occasion of one default shall not abrogate or diminish the rights and powers of Lender hereunder upon the occasion of any subsequent default or defaults. The failure to exercise said rights and powers upon the occasion of any default shall not constitute a waiver of the right of Lender to exercise the powers and privileges herein granted upon the occasion of a subsequent default. The collection and application of the rents, incomes, revenues, issues, profits, moneys and/or securities to the Note, or as otherwise provided herein, shall not constitute a waiver of any default which might at any time of the application or thereafter exist under the Note or Security Agreement, and the payment of the indebtedness covered by the Note may be accelerated in accordance with its terms and notwithstanding such application.

This instrument shall not be revoked without the written consent of Lender and shall remain in full force and effect as long as the Note remains unpaid in whole or in part. A full and complete release of the Security Agreement shall operate as a full and complete release of Lender's rights hereunder and, after the Security Agreement has been fully released, this instrument shall become void and of no further effect. Whenever "Owner," "Lender," or "it" occurs in this instrument or is referred to, the same shall be construed as singular or plural and masculine, feminine or neuter, as the case may be, and shall include the heirs, executors, administrators, successors or assigns of either as though originally herein written.

IN WITNESS WHEREOF, Owner and Lender have hereunto executed this Assignment of Contract Rights and Rents on the day and year first above written.

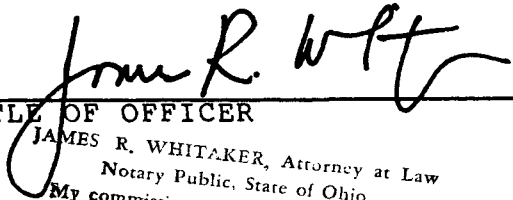

SANDRA W. HEIMANN

THE PROVIDENT BANK

BY 
ITS: EVP

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

On this 7th day of December, 1983, before me personally appeared Sandra W. Heimann, to me known to be the person described in and who executed the foregoing instrument, and she acknowledged that she executed the same as her free act and deed.



TITLE OF OFFICER

JAMES R. WHITAKER, Attorney at Law
Notary Public, State of Ohio

My commission has no expiration date
Section 142.03 O. R. C.

(Seal)

My commission expires: _____

EXHIBIT A
TO
ASSIGNMENT OF CONTRACT RIGHTS AND RENTS

<u>Specifications</u>	<u>Quantity</u>	<u>Manager's Road Number</u>
100-ton 52'6" gondola cars	7	13007, 13014, 13016 and 13029- 13032 (both inclusive)